

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bridgeport Fittings, LLC		08/09/2019	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 North Wacker Drive		
<b>Internal Address:</b>	30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2426910	REGAL FITTINGS	
<b>Registration Number:</b>	2842095	B BRIDGEPORT QUALITY CONDUIT & CABLE FIT	
<b>Registration Number:</b>	2859244	B	
<b>Registration Number:</b>	2890529		
<b>Registration Number:</b>	3080755	WHIPPER-SNAP	
<b>Registration Number:</b>	3553435	OUR DNA IS IN EVERY BOX	
<b>Registration Number:</b>	3646567	GO DEEP	
<b>Registration Number:</b>	3999295	MIGHTY-BOND	
<b>Registration Number:</b>	3999296	MIGHTY-MOVE	
<b>Registration Number:</b>	3999297	MIGHTY-MERGE	
<b>Registration Number:</b>	4003836	PUSH-EMT	
<b>Registration Number:</b>	4003861	MIGHTY-ALIGN	
<b>Registration Number:</b>	4160465	COR SHIELD	
<b>Registration Number:</b>	4168414	MIGHTY-BITE	
<b>Registration Number:</b>	4199033	MIGHTY-B	
<b>Registration Number:</b>	4230427	BUY AMERICAN	
<b>Registration Number:</b>	4268418	B BRIDGEPORT	
<b>Registration Number:</b>	4272614	MIGHTY-RITE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4283654	B
Registration Number:	4909362	REGAL
Registration Number:	5145812	MY BRIDGE
Registration Number:	5433907	WALL OF ORANGE
Registration Number:	5441135	MC EZ-PAK
Registration Number:	5501670	MIGHTY-HOLD
Registration Number:	5638233	MC-FLEXFIT
Serial Number:	88167096	PUSH-LQT
Registration Number:	3842486	COR-SHIELD
Registration Number:	3999294	MIGHTY-SEAL

#### CORRESPONDENCE DATA

Fax Number: 2129408776

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212.940.6562

Email: joanne.arnold@kattenlaw.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten Muchin Rosenman LLP

Address Line 2: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BI Arnold/
DATE SIGNED:	08/09/2019

#### Total Attachments: 7

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 9<sup>th</sup> day of August, 2019, by **BRIDGEPORT FITTINGS, LLC**, a Connecticut limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### **W I T N E S S E T H**

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 17, 2016, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Collateral Agreement, the terms and provisions of the Collateral Agreement shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark registration and application listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

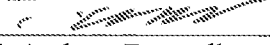
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**BRIDGEPORT FITTINGS, LLC**

By:   
Name: T. Andrew Boswell  
Title: Vice President and Secretary


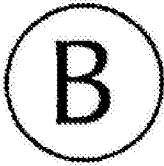

Agreed and Accepted  
As of the Date First Written Above:

**NXT CAPITAL, LLC,**  
as Agent

By:   
Name: Dan Green  
Title: Director

# SCHEDULE 1

## Trademark Registrations

Credit Party	Trademark	Registration Number	Registration Date	Jurisdiction
Bridgeport Fittings, LLC	REGAL FITTINGS	2426910	2/6/01	U.S.
Bridgeport Fittings, LLC	B BRIDGEPORT QUALITY CONDUIT & CABLE FITTINGS  <b>BRIDGEPORT</b> <small>Quality Conduit &amp; Cable Fittings</small>	2842095	5/18/04	U.S.
Bridgeport Fittings, LLC	B in circle design 	2859244	7/6/04	U.S.
Bridgeport Fittings, LLC	Electrical Cable Connector Design 	2890529	9/28/04	U.S.
Bridgeport Fittings, LLC	WHIPPER-SNAP	3080755	4/11/06	U.S.
Bridgeport Fittings, LLC	OUR DNA IS IN EVERY BOX	3553435	12/30/08	U.S.
Bridgeport Fittings, LLC	GO DEEP	3646567	6/30/09	U.S.
Bridgeport Fittings, LLC	COR-SHIELD	3842486	8/31/10	U.S.
Bridgeport Fittings, LLC	MIGHTY-SEAL	3999294	7/19/11	U.S.
Bridgeport Fittings, LLC	MIGHTY-BOND	3999295	7/19/11	U.S.

Bridgeport Fittings, LLC	MIGHTY-MOVE	3999296	7/19/11	U.S.
Bridgeport Fittings, LLC	MIGHTY-MERGE	3999297	7/19/11	U.S.
Bridgeport Fittings, LLC	PUSH-EMT	4003836	7/26/11	U.S.
Bridgeport Fittings, LLC	MIGHTY-ALIGN	4003861	7/26/11	U.S.
Bridgeport Fittings, LLC	COR SHIELD 	4160465	6/19/12	U.S.
Bridgeport Fittings, LLC	MIGHTY-BITE	4168414	7/3/12	U.S.
Bridgeport Fittings, LLC	MIGHTY-B	4199033	8/28/12	U.S.
Bridgeport Fittings, LLC	BUY AMERICAN (Stylized & Design) 	4230427	10/23/12	U.S.
Bridgeport Fittings, LLC	B BRIDGEPORT 	4268418	1/1/13	U.S.
Bridgeport Fittings, LLC	MIGHTY-RITE	4272614	1/8/13	U.S.
Bridgeport Fittings, LLC	B in yellow circle design 	4283654	1/29/13	U.S.
Bridgeport Fittings, LLC	REGAL	4909362	3/1/16	U.S.
Bridgeport Fittings, LLC	MY BRIDGE	5145812	2/21/17	U.S.



Bridgeport Fittings, LLC	WALL OF ORANGE	5433907	3/27/18	U.S.
Bridgeport Fittings, LLC	MC EZ-PAK	5441135	4/10/18	U.S.
Bridgeport Fittings, LLC	MIGHTY-HOLD	5501670	6/26/18	U.S.
Bridgeport Fittings, LLC	MC-FLEXFIT	5638233	12/25/18	U.S.

### Trademark Applications

Credit Party	Trademark	Application Number	Application Date	Jurisdiction
Bridgeport Fittings, LLC	E-Z LOCK	88167096	10/24/18	U.S.